

## Attachment to DES Broadcast Email Transmittal showing Track-changes for revisions to the Commodities RFB Template


### List of changes with February 2015 revision of the DES Commodities RFB template:

#### Cover page:

- Updated MBE text and add DVB to the price preference check box text (and RFB sections 1.3 and 4.4)
- Updated removable text box instructions to ADD direction to use the Commodities RFB template for refrigerator/freezers.

#### RFB:

- 1.1 Scope to clarify how Informational Pricing works.
- 1.3 Definitions – added Disabled Veteran-owned Business (DVB) and Informational Pricing definitions.
- 3.7 Bidders' Meeting – Clarified instructions for deleting template language because it would be very unusual to hold a Bidders' Meeting for a Commodities RFB.
- 6.2 – added “delivery” to title (**Work Order, Delivery, Work Flow and Job Completion**) and text on scheduling.
- 7.3 (removed “or renewal”): “Prices shall not be subject to any increase for ninety (90) calendar days from the date of the award ~~or renewal.~~”
- Edit to 8.1 – removed the following text b/c it is already provided in section 5.3: ~~“Note that when a product is required to meet the current Energy Star® standard, the product shall be listed on the Energy Star website. (Also see section 5.3).”~~

<b>REQUEST FOR BID # XXXX XX</b>  <b>Description of Commodity</b>  THIS IS NOT AN ORDER      REV. 02/13/2015		<b>Agency Name</b> Weatherization Program Street/PO Box City, State Zip		 This is the required template for refrigerator/freezer replacement/disposal (Attachments 3, 4 and 5 are also required). <i>Remove this text box to finalize RFB.</i>
<b>Bid Due Date</b>  <b>Tuesday, May 12, 2009, 2:00 p.m. CT</b>		All questions relating to this Request For Bid shall be submitted in writing to:  Name, Procurement Manager Street, City, Wisconsin Zip Fax #, Email		
Quote Price and Delivery FOB  <b>See comment box for instructions.</b>		<b>Note – Email and Fax bids not accepted.</b>		
<b>Calendar of Events</b>				
Wednesday, April 22, 2009, 2:00 p.m. CT Wednesday, April 29, 2009, 2:00 p.m. CT Wednesday, May 6, 2009, 2:00 p.m. CT <b>Tuesday, May 12, 2009, 2:00 p.m. CT</b> Tuesday, May 12, 2009, 2:01 p.m. CT		RFB Issuance Deadline for Submitting Written Questions Non-Mandatory Bidders' Meeting <b>Bid Due Date</b> Bid Opening		
<b>Bidder Name and Address (must be completed)</b>				
<input type="checkbox"/> <u>We claim Wisconsin certified minority business or Wisconsin certified disabled veteran-owned business preference. Under Wisconsin Statutes, a 5% preference may be granted to a CERTIFIED Minority Business Enterprise (MBE) or a CERTIFIED Disabled Veteran-owned Business (DVB). Bidder must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Wisconsin Department of Administration, 101 E. Wilson St., 6<sup>th</sup> Floor, Madison, WI 53703, (608) 261-2510. Does Not Apply to Printing Bids.</u>				
<b>ACKNOWLEDGEMENT OF ANY ADDENDA and/or REVISIONS and AGREEMENT TO ALL TERMS:</b> In signing this Bid, Bidder acknowledges and affirms that its Bid complies with all terms, conditions and specifications of this RFB and any addenda, appendices or revisions thereto. If awarded a contract, Bidder shall comply with all terms of its Bid and all terms, conditions and specifications of this RFB and any addenda or revisions thereto.				
<div style="display: flex;"> <div style="flex: 1;"> <b>DEBARMENT AND NON-COLLUSION</b>          voluntarily excluded           in any collusion or person or firm to competitor or potential competitor; that t       </div> <div style="flex: 4; border: 2px solid black; padding: 10px; text-align: center;"> <b>REMOVE PRIOR TO ISSUING COMMODITIES RFB</b>           Wx Agency - Use this RFB only for purchases of the purchase/delivery of refrigerators and freezers OR commodities to be installed by weatherization agency staff (e.g., supplies, equipment, materials, major mechanicals, etc.).   <b>IMPORTANT – Follow instructions in comment boxes - do not alter standard RFB text w/o permission (unless directed to in Comment Box).</b> </div> </div>				
Name of Authorized Company Representative (Type or Print)		Title		Date
Signature of Authorized Company Representative Named Above		Phone	Fax	Email

**Comment [SH1]:** FOB – “Free on board – Destination” – means the vendor owns it until it gets to the destination (your location or the identified location). Identify the Destination (see examples) and replace this comment box with the Destination.

**Examples for highlighted text :**  
 (1) FOB for delivery to the customer for installation by agency staff: *“Customer’s address”*  
 (2) FOB for Materials to be picked up: *Origin*  
 (3) FOB for Materials delivered to the Agency dock: provide *“agency address”*.

**Comment [KMH2]:** If Bidders’ meeting is mandatory, replace with ‘mandatory’. If no Bidders’ meeting, delete preceding date and replace text with ‘No Bidders’ meeting will be held for this procurement.’

## CHECKLIST FOR SUBMITTING A BID

### Understanding the Request for Bid (RFB)

- ☐ Thoroughly read and review this Request for Bids and all attachments, appendices, addenda, and/or revisions.
- ☐ Submit any written questions to the Procurement Manager by the deadline provided in the Calendar of Events.
- ☐ Determine if the agency will hold a Bidders' meeting (see Section 3.7) and check the date provided in the Calendar of Events (see cover page).
- ☐ Know when and where the Bid is to be delivered.

### Completing Your Bid

- ☐ Complete the Cost Sheet(s) provided with the RFB. Make sure your prices and calculations are accurate. If required, provide a written statement of what volume of work or quantity or products your company can handle under the Bid requirements. Do not alter the format of the Cost Sheet.
- ☐ Complete the Vendor Information Form provided with the RFB.
- ☐ Complete the two (2) Vendor Reference Forms provided with the RFB.
- ☐ Assemble required data specification sheets for each appliance or product on which you are bidding.
- ☐ Complete and sign the Request for Bid sheet provided as the cover of this RFB package.
- ☐ This checklist is provided for the Bidder's convenience only and is not required to be submitted with the Bid package.

### Submitting Your Bid

- ☐ Prepare one set of original documents marked "Original" in the following order:
  1. **Signed Request for Bid Sheet** (RFB cover page)
  2. **Vendor Information Form** (Attachment 1)
  3. **Vendor Reference Form (Client)** (Attachment 2A)
  4. **Vendor Reference Form (Financial)** (Attachment 2B)
  5. **Cost Sheet(s)** (Attachment 3)
  6. **Additional Information** See Section 8. for details
- ☐ Make one photocopy of the complete set of original documents. Mark the photocopied set "Copy."
- ☐ Place the original and copied set(s) of documents in a sealed package (envelope or box). Make sure the following information is clearly marked on the outside of the envelope or box:
  1. Bidder's Name and Address
  2. Request for Bid Title (See upper left hand box of RFB cover page)
  3. Request for Bid Number (See upper left hand box of RFB cover page)
  4. Bid Due Date (See upper left hand box of RFB cover page and Calendar of Events)
- ☐ Ensure the sealed package is delivered to the correct address before the Bid Due Date and time in the Calendar of Events. **No emailed or faxed Bids are allowed.**

### If You are Chosen for a Contract Award:

- ☐ Be prepared to provide any documents required by the Agency — such as certificates of insurance, IRS Form W-9 (Request for Taxpayer Identification Number), etc.

**Comment [JML3]:** May be modified by the Agency to require no or additional copies.

**Comment [JML4]:** May be modified by the Agency to require no or additional copies.

## INTRODUCTION

### 1.1 Scope

The purpose of this Request for Bids (RFB) is to provide interested parties with information needed to prepare and submit a Bid for the following:

(Add detailed description of what is being purchased including commodity description, quantities, service area)

(Insert agency name here) (Agency) intends to use the results of this process to award a contract(s) to provide the commodities described in this RFB, except for items identified as Informational Pricing. A detailed description of the commodities to be provided by the Lowest Responsible Bidder(s) is contained in the Cost Sheet(s) and other parts of this RFB.

**Comment [sdh5]:** Note the variety of items to be covered in the cost sheet:

- Detailed description
- Format for providing cost(s)
- Use required cost sheet templates as they become available.

### 1.2 Procuring Agency

(Insert agency name here) is a local administrative and executive weatherization service agency that works in conjunction with the State of Wisconsin Weatherization Assistance Program to provide residential weatherization services to eligible households. The State of Wisconsin Weatherization Assistance Program helps low-income residents reduce energy costs by decreasing home energy consumption through the installation of energy-saving measures and equipment. The Agency provides these services in the following area: identify service territory.

### 1.3 Definitions

Words and terms in this RFB shall be given their ordinary and usual meanings, and all meanings shall be applicable to the singular and plural forms of the words and terms. For the purposes of this RFB, the following words and terms shall have the meanings indicated:

**“Agency”** means (Insert agency name here).

**“Bid” or “Bid Document”** means the complete response of a Bidder, including all required documentation, submitted on the approved forms and setting forth the Bidder’s prices for providing the commodities described in the RFB.

**“Bidder”** means any individual, company, corporation or other entity that responds to this RFB.

**“Calendar of Events”** means the official schedule of events, deadlines and dates shown on the cover of this RFB.

**“Callback”** means work required as a result of an inspection or complaint/concern.

**“Commodity”** means the products, materials, supplies or equipment described in this RFB.

**“Contract”** means a written agreement between the Agency and Vendor that covers the delivery of work and/or commodities to be performed subsequent to this RFB.

**“Contractor” or “Vendor”** means a Bidder that is awarded a Contract under this RFB.

**“Department”** means the Wisconsin Department of Administration.

**“Division”** means the Division of Energy Services, Wisconsin Department of Administration.

**“DVB”** means a disabled veteran-owned business certified by the Wisconsin Department of Administration under Wis. Stats. s. 16.75(3m).

**“Good Faith Dispute”** means a contention by an Agency that goods delivered or services rendered were of a lesser quantity or quality than ordered or specified by contract, were faulty or were installed improperly; or any other reason giving cause for the withholding of payment by the agency until the dispute is settled.

**“Informational Pricing”** means prices provided for informational purposes in Attachment 3. Informational Pricing is not used to calculate the Grand Total or determine the Lowest Responsible Bidder. Items with informational pricing are outside the Scope of the resulting contract, and may or may

not be ordered by Agency. The Agency reserves the right to negotiate prices and/or obtain the item from another Bidder.

**“Interested Bidder”** means any individual, company, corporation or other entity that is included on a solicitation list, requested a Bid package or attended a Bidders’ meeting (if a Bidders’ meeting is scheduled as part of this RFB).

**“Lowest Responsible Bidder”** means the Bidder that submits the lowest dollar total appearing in combination with other elements of the RFB that best meets the requirements of the solicitation and demonstrates their Bid is responsive to technical and administrative requirements as requested.

**“MBE”** means a minority business certified by the Wisconsin Department of Administration under Wis. Stats. s. 16.75(3m).

**“Prime Vendor”** means the Vendor when it has engaged subcontractors or lower-tier vendors to perform work under the Contract.

**“Procurement Manager”** means the person identified on the cover of this RFB who has been designated by the Agency to manage this RFB.

**“Request for Bid (RFB)”** means this document including appendices, addenda, revisions and/or attachments.

**“State”** means the State of Wisconsin.

**“Working Days”** means each calendar day except Saturday, Sunday, and official Federal holidays. All other references to ‘days’ means calendar days. If ‘working’ is not included in the reference to number of days, the days are calendar days.

## **2. CONTRACT INFORMATION**

### **2.1 Contract Term**

The Contract shall be in effect for a period of (add contract initial term in months or years) from xx/xx/xxxx. The Contract may be renewed for two (2), one (1) year periods by mutual written consent.

**Comment [JML6]:** May be modified by the Agency to provide no renewals or a one-year renewal.

### **2.2 Terms and Conditions**

In addition to the terms, conditions and specifications contained in this RFB, the following documents govern this RFB and any resulting contracts:

- **Appendix A – Wisconsin Weatherization Assistance Program Terms and Conditions**

Bidders shall accept the terms and conditions referenced above in their entirety or submit point-by-point exceptions along with proposed alternative or additional language for each exception. The Agency may reject a Bid if it deems the proposed alternative or additional language to be unacceptable. Submission of the Bidder’s standard terms and conditions as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the Bid. Failure of the successful Bidder to accept the Agency’s terms and conditions for a contract shall result in cancellation of the award.

### **2.3 Contract Modifications**

Any alterations made to the Contract shall be rendered in writing and signed by both parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original RFB or in excess of allowable and accepted price changes shall be made.

### **2.4 Entire Agreement**

The Standard Terms and Conditions (Appendix A) shall apply to any Contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases,

the special requirements shall apply. Further, the written Contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

### 3. BID PROCEDURES AND INSTRUCTIONS

#### 3.1 Reasonable Accommodations

The Agency shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need information in an alternative format or accommodations at a Bid opening or at a Bidder meeting, contact the Procurement Manager.

#### 3.2 Bid Contents and Delivery Requirements

Bidders shall submit an original Bid document and one copy of the Bid document by the Bid Due Date in the Calendar of Events to:

**Comment [JML7]:** May be modified by the Agency to require no, or additional, copies.

##### USPS/Mailing Address

Name, Procurement Manager  
Agency Name  
Mailing Address  
City, Wisconsin Zip

OR

##### Address for Hand-Delivery

Name, Procurement Manager  
Agency Name  
Delivery Address  
City, Wisconsin Zip

All Bids shall be packaged (envelope or box), sealed and show the following information on the outside of the package:

1. Bidder's Name and Address
2. Request for Bid Title (See upper left hand box of RFB cover page)
3. Request for Bid Number (See upper left hand box of RFB cover page)
4. Bid Due Date (See upper left hand box of RFB cover page and Calendar of Events)

Bids shall be date and time stamped at the office indicated above on or before the date and time Bids are due. Late Bids shall be rejected. Bids dated and time stamped in another office shall be rejected. Bids that are not properly sealed may be rejected. Receipt of a Bid by the mail system does not constitute receipt of a Bid by the Agency. Any Bid that is inadvertently opened as a result of not being properly and/or clearly marked may be rejected. Bids shall be submitted separately and may not be included with sample packages or other Bids. Emailed or faxed Bids are not allowed.

#### 3.3 Calendar of Events

The Calendar of Events provides important dates and times by which actions related to this RFB shall be completed. In the event that the Agency finds it necessary to change any of these dates and times, it shall provide written notification of such changes per Section 3.4, Communication with Bidders.

#### 3.4 Communication with Bidders

In the event it becomes necessary to make changes to the Calendar of Events, provide additional clarifying data or information, revise any part of this RFB, or provide a record of questions and answers, the Procurement Manager shall send written notification, electronically or in hard copy, to all Interested Bidders.

### 3.5 Format of Bid

Bidders responding to this RFB shall submit the following materials:

- a) **Signed Request for Bid Sheet:** The Bid shall include the signed Request for Bid sheet provided as the cover of this RFB package. A Bid submitted in response to this RFB shall be signed by the person in the Bidder's organization who is responsible for decisions regarding prices offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.
- b) **Vendor Information Form** (Attachment 1)
- c) **Vendor Reference Form (Client)** (Attachment 2A)
- d) **Vendor Reference Form (Financial)** (Attachment 2B)
- e) **Cost Sheet** (Attachment 3) Provide cost information on the Cost Sheet(s) included in this RFB. All costs for furnishing the commodities, as set forth in the terms and conditions of this RFB, shall be included in the Bid. Please refer to Section 7. Cost Information, for information on Bid pricing, capacity and price adjustments.
- f) **Additional Information:** Please refer to Section 8. Additional Information Requirements, for a listing of required additional documents.

The checklist included with this RFB is provided for the convenience of the Bidder. The Bidder is not required to submit the checklist with its Bid package.

### 3.6 Questions

Questions concerning this RFB shall be submitted in writing to the Procurement Manager on or before the Deadline for Submitting Written Questions provided in the Calendar of Events. Bidders are expected to raise any questions, exceptions or additions concerning the RFB document prior to this deadline. If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, the Bidder shall immediately notify the Procurement Manager and request modification or clarification of the RFB document. All questions shall be recorded by the Agency. All questions and answers shall be provided per Section 3.4, Communication with Bidders.

### 3.7 Bidders' Meeting

NOTE to Agency – It would be very unusual to hold a bidder's meeting for a commodities purchase. Therefore, follow these instructions: Keep the title (3.7 Bidders' Meeting) and delete all subtext in this section except for the following text: No Bidders' meeting will be held for this procurement.

The only reason for keeping the following text in the Commodities Template is for the unusual circumstance in which a bidders' meeting will be held:

The Agency will hold a public informational meeting for Bidders at the date and time provided in the Calendar of Events. The Bidders' meeting will be held at the following location:

Agency Name  
Street  
City, State

Note - added yellow-highlighted text to emphasize that bidders' meetings are rarely held for a commodities purchase.

**Comment [SH8]:** KEEP this sentence when no Bidders' meeting will be held.

**Comment [sdh9]:** DELETE this text unless the Agency is holding a Bidders' Meeting.

The Bidder's meeting is not mandatory. A written record of questions asked and answered at the Bidder's meeting will be provided per Section 3.4, Communication with Bidders.

**Comment [KMH10]:** An unusual circumstance may necessitate a mandatory bidders meeting. In such a case, the following alternate language shall be used: "The Bidder's meeting is mandatory. Bidders shall be required to register when attending the mandatory Bidders' meeting. Notwithstanding Section 3.4, a written record of questions asked and answered at the mandatory Bidder's meeting shall be created and sent electronically or in hard copy to only those Bidders that attend the mandatory Bidders' meeting. Only Bidders that attend the mandatory Bidders' meeting are permitted to submit a Bid; failure to attend the mandatory Bidders' meeting shall result in rejection of a Bid."

### 3.8 Multiple Bids

Multiple Bids from a Bidder are permitted. Each Bid shall conform fully to the requirements of this RFB. Each Bid shall be separately submitted and labeled as Bid #1, Bid #2, etc., on each page included in the response.

Each Bid shall offer different manufacturers and/or models of products for items identified in the RFB. Multiple Bids identifying the same manufacturers and/or models of products shall be deemed non-responsive, and only the lowest Bid price by the Bidder shall be deemed the Lowest Responsible Bid.

If the Agency awards multiple contracts, a Bidder may receive only one award based upon its Lowest Responsible Bid. A Bidder's succeeding responsible Bids shall be rejected for the purposes of awarding to multiple vendors.

### 3.9 Incurring Costs

Neither the Agency nor the State of Wisconsin is liable for any cost incurred by a Bidder for responding to this RFB.

### 3.10 Contact with the Agency

From the date of issuance of this RFB until a Contract is awarded, all contacts with the Agency regarding this RFB shall be made only through the Procurement Manager. Any information provided by a source other than the Procurement Manager shall be deemed unofficial and nonbinding. Violation of this condition may be considered sufficient cause for rejection of a Bid, irrespective of any other considerations.

### 3.11 News Releases

News releases pertaining to the RFB or to the acceptance, rejection or evaluation of Bids shall not be made without the prior written approval of the Agency and the State of Wisconsin.

## 4. BID ACCEPTANCE, VERIFICATION AND AWARD

### 4.1 Bid Opening

Bids shall be opened on the Bid Opening date and time specified in the Calendar of Events. Names of the Bidders may be read aloud at the Bid opening. The Bid opening will be held at the following location:

Agency Name  
Street, City, State

### 4.2 Bid Review and Verification

The Agency shall review each Bid to verify that it meets all specified requirements in this RFB. This verification may include requesting reports on the Bidder's financial stability, conducting demonstrations of the Bidder's proposed commodities, and reviewing results of past awards to the Bidder by the Agency.

- a) **Capability and Performance History:** Before the award of any contract(s), the Agency shall be satisfied that the Bidder has sufficient capability and performance history to perform the work described in the RFB. It is the Bidder's responsibility to provide information to the Procurement Manager that demonstrates these qualifications by submitting clear, concise and complete



documentation and thorough references.

**b) References:** Bidders shall provide the information required in the vendor reference forms by supplying with their Bid:

1. A client list of no less than three (3) and no more than six (6) references for which similar products and/or services have been provided during the past three (3) years. See Attachment 2A.
2. Contact information for no less than one (1) and no more than four (4) credit reference(s). See Attachment 2B.

If contacted, information received from such references may be used to determine whether the Bidder meets the State's requirements.

#### 4.3 Bid Acceptance

Bids that do not comply with instructions contained in this RFB may be rejected by the Agency. The Agency reserves the right to waive a particular specification if no Bidder meets that specification. The Agency may request reports on a Bidder's financial stability. The Agency may reject a Bid if the Bidder is determined to have inadequate financial means to provide the product or service being bid. The Agency retains the right to accept or reject any or all Bids, or accept or reject any part of a Bid, deemed to be in the best interest of the Agency and the State of Wisconsin. The Agency shall be the sole judge as to compliance with the instructions contained in this RFB. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening unless otherwise noted. A Bidder may withdraw its Bid at any time prior to the issuance of a Contract award.

#### 4.4 Minority Business Enterprises and Disabled Veteran Businesses

The Agency, in its sole discretion, may provide up to a five percent (5%) Bid preference to certified Minority Business Enterprises and Disabled Veteran Businesses in accordance with §16.75(3m), Wis. Stats. See <https://wisdp.wi.gov/> for information on these certifications.

#### 4.5 Method of Award

The award shall be made in the best interest of the Agency, as determined by the Agency, to the Lowest Responsible Bidder(s) that meet(s) the requirements listed in this RFB. Agency: Add additional description (from approved examples) that indicates how bid is intended to be awarded.

**Comment [SH11]:** NEW: Method of Award must identify how award is intended to be made, so you MUST add additional text.

Agencies may modify the Method of Award ONLY as follows:

- By using the examples posted on HE+;
- By using other language developed by the agency AND approved through the Help Desk.

#### 4.6 Contract Award

Any Bidders that submit a Bid shall be notified in writing of the Agency's award of a Contract as a result of this RFB. Upon issuance of the Contract award, copies of Bids shall be made available for public inspection under the supervision of the Agency's staff and during the Agency's normal business hours. Please contact the Agency in advance of Bid inspections to ensure the availability of space and staff.

### 5. TECHNICAL PERFORMANCE REQUIREMENTS

**5.1.** All commodities and services purchased through this RFB shall meet standards and specifications set forth in the Wisconsin Weatherization Field Guide and/or Wisconsin Weatherization Program Manual. Relevant portions of the Guide and/or Manual are identified in this RFB as Attachment 4.

**Comment [sdh12]:** The Agency shall use Attachment 4 to provide standards and specifications and to preserve the numbering sequence.

**5.2.** All proposed commodities shall be capable of performing all operations in accordance with manufacturer's advertised data sheets and technical publications. Please refer to Section 8. Additional Information Requirements, for a listing of required data sheets and technical

The Agency shall identify the relevant Field Guide chapters and Wx Manual standards and specifications in Attachment 4 UNLESS there is a mandatory template available for use.

publications that shall be submitted with this Bid.

- 5.3. When a commodity is required to meet the current Energy Star® standard it shall be labeled and listed on the Energy Star® website (<http://www.energystar.gov/>), and the following requirements apply:

- a) It shall conform to the set of criteria used by ENERGY STAR® to rate products.
- b) Products listed on the Energy Star® website are considered to meet current Energy Star® standards.
- c) Products shall conform to the standards scheduled to be in effect **on the bid due date of the contract, unless stated otherwise**.
- d) If the RFB requires a product that is not readily available, a bidder shall notify the Procurement Manager immediately (see section 3.6).
- e) If a standard changes during the life of the contract and a product change is required, section 7 shall apply and a price adjustment may be negotiated.

**Comment [sdh13]:** If the effective date of the standard is other than what is in effect at the bid due date, the Agency shall replace this text with "on xx-xx-xxxx."

- 5.4. All commodities Bid shall be the manufacturer's current production products and materials shall be first quality. Items that are used, floor models or demonstrators, obsolete or discontinued are unacceptable.

## 6. **VENDOR REQUIREMENTS** (Also see Attachment 4.)

### 6.1. **Prime Vendor**

The Prime Vendor shall be responsible for contract performance when lower-tier Vendors are used. However, when such lower-tier Vendors are used, they shall abide by the terms and conditions of the Contract. If lower-tier Vendors are used, the Vendor shall clearly explain their participation. The Agency shall reserve the right to approve the use of such Vendors in the fulfillment of the contract. (See Appendix A, Part A 16.0).

### 6.2. **Work Order, Delivery, Work Flow and Job Completion**

- a) The Vendor shall take receipt of purchase orders via **email, fax, USPS or personal pickup at the Agency**.
- b) Delivery: See Delivery FOB terms identified on page 1. The Vendor shall schedule deliveries, and any callbacks and warranty work, directly with the customer. Contact information will be provided by the Agency. Agency notes here, if needed.
- c) The Vendor shall complete/fulfill the order within **(Insert number of days)** days of receipt of the Agency's order unless otherwise agreed to in writing by the Agency.
- d) The Vendor shall notify the Agency of order completion/fulfillment within **(Insert number of days)** by **email, fax, telephone or personal delivery to the Agency**.

**Comment [JML14]:** The Agency selects the appropriate means of receipt.

**Comment [SH15]:** Agency – add any relevant notes – or delete this text. An example of what might be included is: "Any special instructions for scheduling will be provided (e.g., Rental property - Contact building owner to schedule delivery unless owner indicates otherwise after being contacted by the Vendor.)"

**Comment [JML16]:** The Agency selects the appropriate means of notification.

### 6.3. **Invoices, Required Documentation and Payment**

- a) The Vendor shall ensure that a valid invoice is received by the Agency within **(Insert number of days)** days of job completion. A valid invoice shall include all required forms and other required information, provide cost information as required and shall be submitted after job completion. Items required for a valid invoice are identified in Attachment 5. Failure to provide all required information creates an exception to prompt payment (good faith dispute).

**Note - NEW** - An Agency must inform the Vendor what is required for a valid invoice. This is especially important for a refrigerator/freezer RFB, as it's likely important for the Agency to be informed of the model and serial # of the installed appliance.

- b) Invoices presented for payment shall be submitted in accordance with Agency instructions.  
See Attachment 5.
- c) The Agency shall make payment to the Vendor within thirty (30) days of receipt of a valid invoice providing goods and/or services have been delivered, installed (if required) and accepted as specified.
- d) Any callback order or product failure issue shall be satisfactorily addressed before issuance of payment.
- e) A good faith dispute creates an exception to prompt payment. The Agency shall provide written notification to the Vendor.
- f) The Vendor shall provide the Agency with a copy of any and all documentation regarding problems or issues regarding job site performance, commodity performance and/or client issues.
- g) The Vendor shall not, under any circumstances, seek payment from the owner or occupant of the premises improved under the Contract. The only recourse for payment for the fulfillment of orders provided under the Contract is through the Agency.

**Comment [sdh17]:** If there are special instructions (e.g., submit invoice by email, etc.), they could be provided as part of Attachment 5.

#### **6.4. Lien Waivers**

The Vendor shall provide signed lien waivers with the invoice, including signed waivers from any material suppliers and/or subcontractors. This applies whenever a specific property or properties to be improved is identified to the Vendor and any of their suppliers and/or subcontractors.

#### **6.5. Warranties and Repairs**

- a) The Vendor shall provide the manufacturer's standard warranties on all items.
- b) The Vendor shall furnish all warranty repairs or provide alternate source of local warranty repair at no extra cost to the Agency, the State of Wisconsin or the owner or occupant of the premises. Warranty repairs shall be performed within (Insert number of days) days of notification.
- c) The Vendor shall, at the direction of the Agency, correct or have corrected any commodity determined by the Agency or the State of Wisconsin to be substandard. Such correction shall be at no extra cost to the Agency, the State of Wisconsin or the owner or occupant of the premises. Corrections shall be performed within (Insert number of days) days of notification.

#### **6.6. Failure to Perform**

The Contract may be terminated for the Vendor's failure to comply with any of the specifications or conditions of the RFB or the Contract.

If the Vendor fails to provide commodities at a level of capacity (either volume or quantity) or quality acceptable to the Agency, the Agency may, at its discretion, (1) direct a corrective action plan, (2) suspend the Contract pending resolution of quality problems or (3) terminate the Contract for cause. If the Contract is terminated for cause, the Vendor may be removed from the statewide weatherization agency Bidder's list for a period of two to five years.

In the event a Vendor is (1) not able to meet the capacity (either volume or quantity) requirements of the

Agency, (2) suspended or (3) terminated, the Agency may award a Contract under this RFB to the next Lowest Responsible Bidder or complete an alternate procurement.

#### 6.7. Permits, Insurance and Other Requirements

- a) The Vendor shall meet the insurance requirements specified in the terms and conditions. Certificates of insurance shall be provided to the Agency within five (5) working days of Notice of Intent to Award.
- b) The Vendor shall complete all required forms and return same to the Agency attached to the invoice, or as directed by the agency.
- c) Following the Contract award notification, the Vendor shall provide to the Agency its IRS Form W-9 (Request for Taxpayer Identification Number and Certification).
- d) Any change in material of equal or superior quality or installation standards shall be specifically approved in writing by the Agency. Any deviation or exceptions to the terms, conditions and/or specifications shall be submitted in writing and approved by the Agency with a signed change order. No minimum fee is allowed on change orders.

**Comment [JML18]:** The Agency should add information to this paragraph indicating how/where Bidders may view required forms

**Comment [JML19]:** The Agency should amend this paragraph to include documents required of the Vendor following a Contract award. **Do not list items that are required to be submitted as part of the sealed bid here.**

#### 6.8. Other Requirements

Not Applicable

### 7. COST INFORMATION

#### 7.1. Bid Pricing

- a) The Bidder shall complete the Cost Sheets (Attachment 3) following the instructions provided on the Cost Sheets. Failure to submit unit pricing as instructed for any item listed in the Cost Sheets shall result in rejection of the Bid. Failure to submit required capacity information (volume or quantity) as instructed may result in rejection of the Bid. Do not alter the format of the Cost Sheets or it may result in rejection of the Bid.
- b) The Bidder shall submit one fixed price per unit for the entire Contract period. If the Contract is renewed, the Vendor shall hold the fixed price per unit during the renewal period. Unit prices shown on the Bid or Contract shall be the price per unit of sale (e.g., gal., doz., ea.) as stated in the RFB or Contract. Price adjustments may be authorized by the Agency under limited circumstances (see Paragraph 7.3 Price Adjustments).

#### 7.2. Capacity

If required in the RFB cost sheet(s), the Bidder shall identify in writing as part of its Bid the volume of work and/or quantity of products it is able to handle in accordance with the Bid requirements.

#### 7.3. Price Adjustments

The Vendor may lower a price at any time due to general market conditions or other considerations. Prices shall not be subject to any increase for ninety (90) calendar days from the date of the ~~award or renewal~~. Any price increase proposed shall be submitted in writing to the Agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Vendor which are demonstrated to be industry wide. The Agency shall be the sole judge of whether a price increase shall be permitted, and shall either grant or reject the proposed increase in writing. The Agency reserves the right to reject any price increase that is deemed to be excessive.

**Comment [SH20]:** Note that "or renewal" was removed in the February 2015 revision: "Prices shall not be subject to any increase for ninety (90) calendar days from the date of the award ~~or renewal~~."

## 8. ADDITIONAL INFORMATION REQUIREMENTS

**8.1.** Per Section 3.5 e), the Bidder shall include the following additional documents as part of its Bid package:

- List other requirements here
- Product data specification sheets are required to be submitted.

**Comment [sdh21]:** It is the Agency's responsibility to verify that products, appliances and major mechanicals meet program requirements. When Energy Star® is required, the Agency shall verify listing by checking the Energy Star® website.